

(10)

United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	James B. Moran	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	00 C 1248	DATE	5/17/2001
CASE TITLE	Francorp, Inc. Vs. Mark Siebert et al.		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

MOTION:
Memorandum Opinion and Order
DOCKET ENTRY:

- (1) ☐ Filed motion of [use listing in "Motion" box above.]
- (2) ☐ Brief in support of motion due ____.
- (3) ☐ Answer brief to motion due _____. Reply to answer brief due _____.
 (4) ☐ Ruling/Hearing on _____ set for _____ at _____.
 (5) ☐ Status hearing[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
 (6) ☐ Pretrial conference[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
 (7) ☐ Trial[set for/re-set for] on _____ at _____.
 (8) ☐ [Bench/Jury trial] [Hearing] held/continued to _____ at _____.
 (9) ☐ This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]
☐ FRCP4(m) ☐ General Rule 21 ☐ FRCP41(a)(1) ☐ FRCP41(a)(2).
- (10) ☒ [Other docket entry] Enter Memorandum Opinion and Order. The five individual defendants move for attorneys' fees as prevailing parties respecting plaintiff's contract claims against them. Accordingly, they were not disloyal employees who violated contract terms. They are entitled to fees. It is at this juncture that the requirements of LR 54.3 kick in. The parties are directed now to follow the procedures required by that rule.
- (11) ☒ [For further detail see order attached to the original minute order.]

<input type="checkbox"/> No notices required, advised in open court. <input type="checkbox"/> No notices required. <input type="checkbox"/> Notices mailed by judge's staff. <input type="checkbox"/> Notified counsel by telephone. <input checked="" type="checkbox"/> Docketing to mail notices. <input type="checkbox"/> Mail A 450 form. <input type="checkbox"/> Copy to judge/magistrate judge.	<div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> ED-7 FILED FOR DOCKETING 01 MAY 18 AM 10:28 </div>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">number of notices</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> MAY 21 2001 <small>date docketed</small> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <i>cm</i> <small>docketing deputy initials</small> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">date mailed notice</div> <div style="border: 1px solid black; padding: 5px;">mailing deputy initials</div>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">Document Number</div> <div style="border: 1px solid black; padding: 50px 0;">93</div>
<div style="border: 1px solid black; padding: 5px; display: inline-block;">WAH</div> <div style="margin-left: 10px;">courtroom deputy's initials</div>	<div style="border: 1px solid black; padding: 5px; display: inline-block;">Date/time received in central Clerk's Office</div>		

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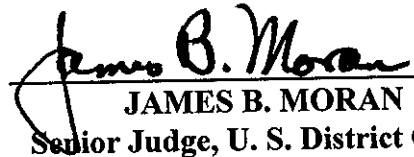
Defendants.

Plaintiff argues that defendants sought to cancel their obligations under the contracts, and thus they sought to avoid the contracts for some purposes and seek now to enforce it for others. They are, asserts plaintiff, disloyal employees who violated contract terms and then

successfully argued that the contracts are no longer binding. If the contracts have been invalidated they have been invalidated for all purposes.¹

We disagree. Plaintiff's contract claims were actions in connection with "this Agreement." Defendants prevailed. They had costs and fees in connection with those actions. They prevailed not because of any contention that there never had been any contracts or that they never had any contractual obligations. Rather, they prevailed because the contractual obligations had terminated because of plaintiff's material breach. Accordingly, they were not disloyal employees who violated contract terms. They are entitled to fees.

But what amount of fees? It is at this juncture that the requirements of LR 54.3 kick in. The parties are directed now to follow the procedures required by that rule.


JAMES B. MORAN
Senior Judge, U. S. District Court

May 17, 2001.

¹Plaintiff also asks for reconsideration of the summary judgments for defendants, which we deny, and point out that defendants have not followed LR 54.3, which we discuss *infra*.